

Consultant Agreement

Between

Telesector Resources Group, Inc., d/b/a Verizon Services Group

And

[Consultant Company Name]

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1. PARTIES

This Consultant Agreement ("Agreement") is made between Telesector Resources Group Inc., d/b/a/ Verizon Services Group ("Verizon"), a Delaware corporation, with offices at [240 East 38th Street New York, New York 10016][700 Hidden Ridge, Irving, Texas 75038], for the benefit of itself and its Affiliates, as defined below, and ____ Consultant Name ____, a [state of incorporation] corporation, partnership/sole proprietor/individual, with offices at [street address1, City, State, ZIP] ("Consultant"). "Consultant" shall mean Consultant, its employees and subcontractors. Verizon and Consultant are individually referred to as "party," and collectively referred to as "parties."

2. AFFILIATES

a) "Affiliate" means, at any time, and with respect to any corporation, person or other entity, any other corporation, person or entity that at such time, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first corporation, person, or other entity. As used in this definition, "Control" means (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, person or other entity, whether through the ownership of voting securities, or by contract or otherwise, or (ii) direct or indirect ownership in the aggregate of twenty percent (20%) or more of any class of voting or equity interests in the other corporation, person or entity.

b) Verizon may purchase Consultant's services on a nonexclusive basis from Consultant on the same terms and conditions under this Agreement. "Verizon" means Verizon and each Affiliate individually and collectively. Consultant may enforce obligations under this Agreement only against the particular Affiliate that ordered the services under this Agreement.

3. SCOPE

a) "Order" means a form, memorandum, statement of work, written communication and/or electronic transmission that Verizon delivers to Consultant for the purchase of Services, as defined below.

b) Consultant agrees to perform services described in Exhibit A - Scope of Services. ("Services"). Services will be performed at the location specified, beginning on the commencement date and according to compensation milestones stated in Exhibit A, or in an Order as described in Section 4. After completion of each milestone specified in Exhibit A or an Order Consultant shall not proceed with work on the next phase until Verizon has provided Consultant with written authorization to proceed. The parties may execute Orders as described in Section 4, from time to time under this Agreement. The Services to be provided shall be pursuant to such Orders, including all attachments to the Order. All Services shall be performed in strict conformity with this Agreement, any Order and / or any oral instructions furnished to Consultant by Verizon.

4. ORDERS; CANCELLATION OF ORDERS

a) Verizon may order Services by issuing an Order. Each Order incorporates the terms and conditions of this Agreement by reference. The Order shall reference this Agreement and contain the following information: (1) a description of the Services that Consultant is to perform including products, if any, that Consultant is to deliver, (2) an incorporation by reference of this Agreement, (3) a project number assigned by Verizon, (4) a projected timetable by which each

of the identified phases of the Services is to be completed, (5) Verizon's special conditions of acceptance, if any, (6) a description of required status reports, (7) the location where the work is to be performed, (8) the commencement and termination dates, (9) regular and overtime compensation rates, (10) maximum authorized total expenditure, (11) the name(s) of Consultant's employee(s) assigned to perform Services, (12) Consultant's key persons, and (13) the name of Consultant's representative. The Order may also contain other pertinent information or terms.

b) Consultant shall acknowledge an Order within ten (10) days of receipt, without conditioning such acknowledgement on the acceptance by Verizon of any terms inconsistent with or in addition to those set forth in this Agreement. Upon acknowledgement, the Order and related acknowledgement shall constitute a binding contract for the purchase and sale of the applicable Services governed by this Agreement, as may be modified from time to time.

c) Verizon may, by issuing written notice to Consultant, make changes to the Scope of Services on Exhibit A or the Order. Consultant shall notify Verizon within three (3) business days of Consultant's receipt of notice of changes if the changes will cause an alteration to the Scope of Services resulting in a price increase. Verizon may, at its discretion, agree to the change or withdraw the underlying notice of change.

5. TERM

This Agreement shall be effective on _____ and shall continue in effect until _____ unless earlier terminated or extended. This Agreement shall be automatically terminated at the end of the term unless renewed by the mutual written agreement of the parties. The termination or expiration of this Agreement shall not affect the obligations of either party to the other under existing Orders issued under this Agreement (except to the extent Orders are terminated or modified in accordance with Section 4, "ORDERS; CANCELLATION OF ORDERS"), but such Orders shall continue in effect as though this Agreement had not expired or been terminated.

6. BILLING, PAYMENT AND COMPENSATION

a) Verizon shall pay those prices specified in Exhibit A - Scope of Services or on the Order, in accordance with the applicable milestone schedule set out in the Order or Exhibit A - Scope of Services. Payment by Verizon for Services performed under this Agreement shall be made within forty-five (45) days after receipt of undisputed monthly invoices. Payment for monthly invoices is for billing purposes only and shall not indicate acceptance of the Services or any part of Services. Invoices shall be subject to adjustment for failure of Consultant to meet the requirements of this Agreement.

b) Verizon will reimburse the Consultant for reasonable and necessary expenses actually incurred by the Consultant for travel, telephone calls, and other related expenses in the performance of this Agreement if approved by Verizon in advance and upon presentation of acceptable documentation. Reimbursable expenses include telephone toll charges, airline travel (reimbursable at coach rates), ground transportation, lodging and meals away from the city where the Consultant has an office. Reimbursable expenses shall not include, and Verizon will not reimburse, expenses for administrative support, office overhead, office supplies, copying, printing, facsimile transmission (other than telephone toll), secretarial or clerical support. All expenses in excess of \$25.00 will require a written receipt. See Exhibit B, "Verizon Supplier Guidelines for Reimbursement of Travel/Business Expenses."

7. RECORDS AND REPORTS

a) Consultant shall maintain complete and accurate records of all invoices, all amounts billable to and payments made by Verizon, in accordance with generally accepted accounting practices. Such records shall include, but not be limited to expense reports if reimbursement is claimed for such expenses. Consultant shall retain and make available upon request such records for a period of four (4) years from the date of final Services covered by this Agreement.

b) Consultant shall allow Verizon and its authorized agents and representatives to audit Consultant's records or systems for verification of Consultant's compliance with this Agreement. Consultant shall be responsible for all audit expenses if the audit determines that there is noncompliance with the terms of this Agreement. At Verizon's request, the auditor shall have access to Consultant's records and systems for purposes of audit during normal business hours during the term of this Agreement and during the period during which Consultant is required to maintain such records. The accuracy of Consultant's billing shall be determined from the results of such audits.

8. MODIFICATION

All Exhibits, Orders, quotations and invoices issued pursuant to this Agreement are subject to this Agreement. The terms and conditions of this Agreement will control over any conflicting or inconsistent terms contained in any Exhibit, Order, quotation or invoice. No modification to this Agreement or additional terms contained in any Exhibit, Order, quotation or invoice shall be valid without the prior written approval of the parties.

9. PERFORMANCE SCHEDULE

The Consultant will be available on reasonable notice at all times and will provide up-to-date information regarding the address, telephone number, and other means of contact. The Consultant shall otherwise be free to arrange the time and manner of performance of the Services and will not be expected to maintain a schedule of duties or assignments except as needed to meet deadlines or schedules established by Verizon. In the Order or Exhibit A – Scope of Services, Verizon shall specify milestones, deliverables, meeting and conference schedules, and due date for performance of the services.

10. INSPECTION AND ACCEPTANCE

Consultant shall provide written notification of completion of Services to Verizon representatives specified in Exhibit A - Scope of Services, or the Order. Verizon shall have thirty (30) days from date of receipt of the notice of completion to provide Consultant with written notification of acceptance or rejection due to unsatisfactory performance. Consultant shall correct, at its expense, all deficiencies no later than fifteen (15) days after notice unless otherwise specified in Exhibit A or the Order. All warranties made by Consultant under this Agreement shall commence upon the acceptance of Services. Inspection or failure to inspect on any occasion shall not affect Verizon's rights under Section 11, "WARRANTY," of this Agreement or any other rights or remedies available to Verizon under this Agreement.

11. WARRANTY

Consultant represents, warrants, and covenants to Verizon that:

a) In performing Services, Consultant will strictly comply with the descriptions and representations as to the Services set forth in Exhibit A - Scope of Services, or in the Order.

Consultant also warrants that it will perform Services on time and in strict accordance with all applicable federal, state and local laws, codes, ordinances, orders, rules and regulations.

b) All Services provided by Consultant shall be performed (i) in a diligent, efficient and skillful manner, and (ii) to the best of Consultant's ability. Any substantial interruption or degradation of Services, as determined by Verizon, will be considered unacceptable. Notwithstanding anything to the contrary contained in this Agreement, any dispute or controversy relating to whether any Services meet the required level of performance of this Agreement shall be decided by Verizon in its reasonable discretion and its decision shall be final, conclusive and binding.

c) If within one (1) year from the acceptance of Services, any defect exists or arises in the Services, then Consultant will promptly repair or remedy such defect at Consultant's sole cost and expense no later than two (2) business days following receipt of notice of such defect from Verizon.

12. CONFIDENTIAL INFORMATION

a) The term "Information" includes, but is not limited to: programs and related documentation; specifications, drawings, models, technical and business data and plans; works of authorship and other creative works; and ideas, knowledge and know-how. Information may be transmitted in writing, other tangible form or orally.

b) No information that Consultant provides to Verizon (even if labeled or otherwise designated as proprietary or confidential) shall be considered by Verizon to be confidential or proprietary.

c) Information that Verizon furnishes to Consultant or that Consultant otherwise comes into contact with under this Agreement will remain Verizon's property and shall be considered by Verizon to be confidential or proprietary. Consultant will return such Information to Verizon upon termination of the Agreement or at Verizon's earliest request. Consultant will keep the Information confidential and use it only in performing this Agreement unless such Information was previously known to Consultant free of any obligation to keep it confidential or is made public by Verizon or a third party without breach of any agreement.

13. CONFLICTS OF INTEREST

The Consultant agrees to refrain from accepting or conducting assignments from or for any person, firm or Verizon Affiliate other than the Verizon Affiliate submitting the Order or Exhibit A –Scope of Services during the term of this Agreement, which would conflict with or impair an unbiased performance of the Services or other duties to be provided to Verizon under this Agreement. During the term of this Agreement, the Consultant agrees promptly to disclose to Verizon any business relationship or other matter that may raise a question concerning a conflict of interest. Should any such conflict arise, in the sole determination of Verizon, this Agreement may be terminated by Verizon without notice or further obligation, except that the Consultant shall be paid for any services rendered, and any expenses incurred, in accordance with this Agreement.

14. INTELLECTUAL PROPERTY

a) Any and all ideas, inventions, documents, data, programs, and/or other materials developed or produced by Consultant in the performance of this Agreement (collectively referred to as "Work Product") are and shall be the sole and exclusive property of Verizon, and Verizon shall have the right to use the Work Product for any purpose without any additional compensation to

Consultant. Consultant shall not make any Work Product available to any third party or use any Work Product for the benefit of any third party without the prior written consent of Verizon.

b) Verizon shall be the sole owner of all patents, copyrights, trademarks, trade secrets, and other intellectual property rights and protection developed in connection with any Work Product. Consultant shall transfer to Verizon all intellectual property rights and shall cooperate with and assist Verizon, at Verizon's expense, in obtaining patents, copyrights, trademarks, and other intellectual property rights and protection relating to all Work Product.

c) If the Work Product qualifies as a work made for hire under the definitions of Title 17 U.S.C. 101, then Consultant and Verizon agree that the Work Product is a specially ordered or commissioned work which shall be a work made for hire, and Verizon shall own the copyright in the Work Product. In the event that the Work Product under this Agreement does not qualify as a work made for hire, Consultant agrees to convey and to assign to Verizon all of its right, title and interest in and to any copyright of any copyrightable work produced by Consultant in performance of Services under this Agreement.

d) If Consultant incorporates elements from pre-existing commercial off-the-shelf computer programs or proprietary computer, audio, visual, or audiovisual programs owned by third parties, in the production of any Work Product for Verizon, Consultant shall obtain at its own expense any and all licenses, releases, or permission necessary for Verizon to utilize such programs in the Work Product perpetually, and shall provide written assurance to Verizon that such licenses, releases or permission have been obtained. Consultant shall also provide copies of any documents evidencing any such license, release, or permission. Consultant agrees to indemnify, defend and hold harmless Verizon from any lawsuit, claim, or other cause of action, damages, costs, and expenses, including reasonable attorneys' fees, in connection with any alleged infringement related to Verizon use of such pre-existing programs or infringement of intellectual property rights of any third party.

e) Consultant's obligation to cooperate with and assist Verizon in obtaining and enforcing patents, copyrights, trademarks, trade secrets, and other rights and protection in the Work Product shall continue beyond the termination of this Agreement and Verizon shall compensate Consultant at a reasonable rate for time actually spent by Consultant at Verizon's written request in this regard.

f) Verizon does not grant Consultant any license, express or implied, under any patent, copyright, trademark, trade secret or otherwise in the Work Product or in other Verizon intellectual property, except for the sole purposes of Consultant's performance of this Agreement.

15. PUBLICITY AND DISCLOSURE

a) Consultant shall not provide copies of this Agreement, or otherwise disclose the terms of this Agreement, to any third party without the prior written consent of Verizon; provided, however, that Consultant may, without obtaining Verizon's consent, provide copies or make disclosures to prospective purchasers of Consultant's business; or for the purpose of obtaining third party financing; or to any regulatory or judicial body requesting such information. Consultant shall give Verizon written notice of such disclosure within five (5) business days after disclosure.

b) Verizon will not approve issuance of a press release to announce this or other agreements in which Consultant is providing products or services to Verizon, other than in exceptional situations where Verizon determines that a release would significantly benefit Verizon. Consultant shall not, without Verizon's prior written approval, release any advertising, sales promotion, press releases or other publicity matters relating to Services performed pursuant to this Agreement, when Verizon's respective name or mark is mentioned or language from which the connection of said name or mark may be inferred or implied. Verizon may withhold approval in its sole discretion.

16. COMPLIANCE WITH LAWS

Consultant shall comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes (collectively "law") in performance of this Agreement. Consultant shall also procure required permits or certificates necessary to perform Services under this Agreement. Consultant shall indemnify and defend Verizon for any losses, fines or other penalties, including reasonable attorney fees that may be incurred by or imposed on Verizon due to Consultant's failure to comply with the provisions of any applicable law.

17. FORCE MAJEURE

Except as otherwise set out in this section, if performance of this Agreement is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, terrorism, embargo, acts of government in its sovereign capacity, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the party affected ("Force Majeure Event"), the party whose performance is affected ("Force Majeure Party"), upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the Force Majeure Event. The other party shall likewise be excused from performance of its obligations on a day-to-day basis during the Force Majeure Event, provided, however, that the Force Majeure Party shall use reasonable efforts to avoid or remove the Force Majeure Events and both parties shall proceed immediately with the performance of their obligations under this Agreement whenever the Force Majeure Event ceases. If the Force Majeure Event continues for more than thirty (30) days, and Verizon is not the Force Majeure Party, then Verizon may terminate this Agreement without penalty. Labor difficulties, including without limitation, strikes, slowdowns, work stoppage, picketing or boycotts, shall not constitute a Force Majeure Event that excuses Supplier from performance of its obligations under this Agreement. In the event of such labor difficulties, Supplier shall use all commercially reasonable and lawful means to perform services agreed to under this Agreement.

18. ASSIGNMENT

a) Consultant may not assign this Agreement or any right or interest under this Agreement, or any Order issued pursuant to this Agreement, (excepting monies due or to become due, as described in subsection c, below) without first obtaining the written permission of Verizon, which Verizon may refuse in its sole discretion. Consultant may not delegate any Services or other obligation owed by Consultant under this Agreement without first obtaining the prior written permission of Verizon, which Verizon may refuse in its sole discretion. Any attempted assignment or delegation in contravention of this section shall be void and ineffective.

b) Verizon may freely assign all or part of this Agreement.

c) Consultant may assign monies due or to become due under this Agreement, provided: (i) Verizon is given thirty (30) days' prior written notice of such assignment; (ii) such assignment

does not attempt to preclude Verizon from dealing solely and directly with Consultant in all matters pertaining to the Agreement, including, but not limited to, the negotiation of amendments or the settlement of charges due; (iii) it does not attempt to impose upon Verizon obligations to the assignee in addition to the payment of such monies; or (iv) it does not give rise to any additional rights or defenses available to the assignee that were not available to Consultant.

19. WORK RULES AND RIGHT OF ACCESS

a) The respective agents and employees of the parties, while on the premises of the other, shall comply with all work rules, regulations and company standards for security, including (when required by U. S. government regulations) submission of satisfactory clearance from any federal authorities concerned.

b) Each party shall permit reasonable access during normal working hours to its facilities in connection with the Services. Reasonable prior notice shall be given when access is required.

c) If Consultant is given access, whether on-site or through remote facilities, to any Verizon computer or electronic data storage system in order for Consultant to perform the Services under this Agreement, Consultant shall limit access and use solely to perform Services and shall not access or attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to perform the Services. Consultant shall limit such access to those of its employees who are qualified and required to have such access to perform Services. Verizon may, in its sole discretion, require written authorization from Consultant for each employee requiring access. Consultant shall assure that each Consultant employee strictly follows all Verizon's security rules and procedures for use of Verizon's electronic resources. All user identification numbers and passwords disclosed to Consultant and any information obtained by Consultant as a result of Consultant's access to and use of Verizon's computer and electronic data storage systems shall be deemed, and shall be treated as, Verizon Confidential Information under Section 12, "CONFIDENTIAL INFORMATION," of this Agreement. Consultant shall cooperate with Verizon in the investigation of any apparent unauthorized access by Consultant to Verizon's computer or electronic data storage systems or unauthorized release of Confidential Information by Consultant.

20. INDEMNIFICATION

a) Consultant shall defend, indemnify and hold harmless Verizon, its parents, subsidiaries and Affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns (collectively, "Indemnified Parties") from any claims, demands, lawsuits, damages, liabilities, judgments and settlements of every kind ("Claims") that may be made: (i) by anyone for injuries (including death) to persons or damage to property, including theft, resulting in whole or in part from the acts or omissions of Consultant under this Agreement; (ii) by anyone in connection with or based upon products, services, information or Services provided by Consultant or contemplated by this Agreement, including Claims regarding the adequacy of any disclosures, instructions or warnings related to any such services; and (iii) under any statute, at common law or otherwise, arising out of or in connection with the performance by Consultant of this Agreement or any information obtained in connection with such performance. The foregoing indemnification shall apply whether Consultant or an Indemnified Party defends such Claim. Consultant further agrees to require its subcontractors (if any) to similarly indemnify, hold harmless and defend the Indemnified Parties. The foregoing

indemnity shall not apply in the case of Claims that arise from the sole negligence, misconduct or other fault of Verizon. It shall apply, however, if a Claim is the result of the joint negligence, joint misconduct, or joint fault of Consultant and Verizon, but in such case, the amount of the Claim for which Verizon is entitled to indemnification shall be limited to that portion of such Claim that is attributable to the negligence, misconduct or other fault of Consultant.

b) The obligations of this provision are in addition to Consultant's obligation in Section 21, "INSURANCE," and are not limited by any limitation on the amount or type of damages, compensation or benefits payable by Consultant under any other law or regulation.

c) Verizon will provide Consultant with written notice of any written Claim covered by this indemnification and will cooperate with Consultant in connection with Consultant's evaluation of such Claim. Consultant shall defend any Indemnified Party against any Claim. Consultant shall assume the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party. Consultant shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of each Indemnified Party and without an unconditional release of all Claims by each claimant or plaintiff in favor of each Indemnified Party.

21. INSURANCE

a) Consultant shall secure and maintain at his expense during the term of this Agreement (i) Workers' Compensation-Statutory Limits and Employers Liability insurance with limits of not less than \$1,000,000 if Consultant hires any employees who provide Consultant Services under this Agreement; (ii) Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, independent contractor, for a combined single limit of no less than \$2,000,000 per occurrence for bodily injury and property damage with a minimum policy aggregate of \$4,000,000; (iii) Comprehensive Automobile Liability insurance for a minimum combined single limit of \$2,000,000 per occurrence if Consultant utilizes his own vehicle(s) in order to perform the Consulting Services; and (iv) Professional Liability insurance, in a minimum amount of \$5,000,000 per occurrence.

b) The insurer must be licensed to do business in the state in which the work is performed and must have Bests Rating "AX" or better. Consultant shall deliver a Certificate of Insurance on which Verizon Communications Inc., its subsidiaries and Affiliates are included as additional insureds. It is also agreed that Consultant's policy is primary.

c) Consultant shall waive its rights of subrogation against Verizon for Workers' Compensation claims, as permitted by law. Consultant shall, prior to rendering such Services, furnish to the address specified in Section 28, "NOTICES," certificates or evidence of the foregoing insurance indicating the amount and nature of such coverage, the expiration date of each policy, and stating that no material change or cancellation of any such policy shall be effective unless thirty (30) days' prior written notice is given to Verizon.

d) Consultant is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages do not constitute limitations upon Consultant's liability.

22. INFRINGEMENT

a) Consultant shall indemnify, defend and hold harmless Indemnified Parties, as defined in Section 20, "INDEMNIFICATION," from all Claims, as defined in Section 20, "INDEMNIFICATION," arising from or relating to any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property rights arising from or in connection with the Services performed under this Agreement.

b) The procedures set forth in Section 20, "INDEMNIFICATION," shall apply in the case of any claims of infringement, misappropriation or violation of intellectual property rights for which indemnification is sought. Without limitation of Section 20, "INDEMNIFICATION," if the sale or use of Services is enjoined, Consultant shall, at Verizon's option and at Consultant's expense, either:

- i. Procure for Verizon the right to use the Services or products;
- ii. Replace Services with equivalent, non-infringing Services or products;
- iii. Modify Services or products so they become non-infringing; or
- iv. Remove the Services or products and refund the purchase price, including transportation, installation, removal and other incidental charges.

23. LIMITATION OF LIABILITY

Neither party to this Agreement shall be liable for any consequential, special, indirect, incidental, punitive or exemplary damages for any acts or failure to act under this Agreement.

24. RELATIONSHIP OF PARTIES

In providing any Services under this Agreement, Consultant is acting solely as an independent contractor and not as an agent of Verizon. Persons furnished by Consultant shall be solely the employees or agents of Consultant, respectively, and shall be under the sole and exclusive direction and control of Consultant and shall not be considered employees of Verizon for any purpose. Consultant shall be responsible for compliance with all laws, rules and regulations involving its respective employees or agents, including (but not limited to) employment of labor, hours of labor, health and safety, working conditions and payment of wages. Consultant shall also be responsible for payment of taxes, including federal, state, and municipal taxes, chargeable or assessed with respect to its employees or agents, such as social security, unemployment, worker's compensation, disability insurance and federal and state income tax withholding. Neither party undertakes by this Agreement or otherwise to perform or discharge any liability or obligation of the other party, whether regulatory or contractual, or to assume any responsibility whatsoever for the conduct of the business or operations of the other party. Nothing contained in this Agreement is intended to give rise to a partnership or joint venture between the parties or to impose upon the parties any of the duties or responsibilities of partners or joint venturers.

25. TAXES

a) The Consultant and Verizon acknowledge and agree that it is their mutual objective and intent to legally minimize, to the extent feasible, the aggregate Federal, state or local tax with respect to the Services being purchased under this Agreement.

b) With respect to any purchase of Services under this Agreement, if any Federal, state or local tax excluding any tax levied on property or income (a "Tax") is required by applicable law to be collected from Verizon by Consultant, then (i) Consultant will bill the Tax, as a separately stated

item, to Verizon for such Tax, (ii) Verizon will timely remit such Tax to Consultant, and (iii) Consultant will timely remit such collected Tax to the applicable taxing authority.

c) If Verizon or Consultant is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and / or any resulting controversy may be resolved expeditiously.

d) If applicable law places the responsibility on Consultant to collect a Tax from Verizon and the Consultant fails to do so, Verizon will not be responsible for any interest or penalties associated with Consultant's failure to collect such Tax. Furthermore, Consultant shall not bill a Tax to Verizon on Services under this Agreement that are, by law, not taxable.

e) If an exemption procedure is available, such as a resale exemption certificate, and Verizon complies with such procedure, then Consultant will not bill or collect such Tax during the effective period of the exemption.

f) Consultant will be responsible for all personal property or ad valorem taxes on property owned by Consultant, and Verizon will be responsible for such taxes on property owned by Verizon. Verizon and Consultant are each responsible for properly reporting owned property and neither Party will be responsible for either reporting or paying personal property or ad valorem taxes owed by the other Party.

g) Consultant shall be responsible for the withholding and / or payment, as required by law, of all Federal, state and local taxes imposed on Consultant or its employees for the performance of Services under this Agreement. Consultant shall comply with all Federal and state benefits laws applicable to Consultant or its employees, if any, including making deductions and contributions for Social Security and unemployment tax. Verizon reserves the right, on reasonable notice, to inspect or audit Consultant's records to ensure compliance with this Section. Consultant agrees to indemnify Verizon for any and all sums that are due and owing for withholding FICA and unemployment or other state and Federal taxes. Consultant further agrees to make payments to Federal and appropriate state authorities for withholding, FICA and unemployment taxes.

26. TERMINATION

a) Verizon may terminate this Agreement without cause, upon ten (10) days written notice to Consultant. Termination shall not affect any Order or Scope of Services received by Consultant unless Verizon also cancels any Order(s) or Scope(s) of Services. Upon termination of this Agreement without cause, Verizon shall not be liable to Consultant. The termination shall not prejudice the rights or liabilities of the parties with respect to Services rendered, or any indebtedness then owing by either party to the other.

b) Either party may terminate this Agreement, effective immediately, without liability for said termination, upon written notice to the other party, if any of the following events occurs:

- i. The other files a voluntary petition in bankruptcy;
- ii. The other is adjudged bankrupt;
- ii-iii. A court assumes jurisdiction of the assets of the other under a federal reorganization act;

- ii-iv. A trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other;
- ii-v. The other becomes insolvent or suspends its business;
- ii-vi. The other makes an assignment of its assets for the benefit of its creditors, except as required in the ordinary course of business;

c) If Consultant is in material breach of this Agreement, and such breach continues for a period of ten (10) days after Consultant's receipt of Verizon's written notice, then Verizon may terminate this Agreement and cancel all applicable Orders immediately without any obligation or liability to Consultant for cancellation. If Verizon has not given notice of termination of this Agreement, but Consultant fails to provide Service on the date agreed upon or as set forth in Consultant's acknowledgement, then Verizon may cancel all applicable Orders immediately.

27. DISPUTE RESOLUTION

a) The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, except in the case of (i) a dispute, controversy or claim relating to a breach or alleged breach on the part of either party of the provisions of Section 12, "CONFIDENTIAL INFORMATION", (ii) a suit, action or proceeding to compel Consultant to comply with its obligations to indemnify Verizon pursuant to Section 20, "INDEMNIFICATION," of this Agreement or (iii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this Section 27, "DISPUTE RESOLUTION," the parties agree to use the following alternative procedure as their sole remedy with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with the dispute resolution procedure specified in this Section 27, "DISPUTE RESOLUTION."

b) At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement. The parties intend that these negotiations be conducted by nonlawyer, business representatives. The discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any lawsuit without the concurrence of all parties. Documents identified in, or provided with, such communications, which are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in the lawsuit.

c) If the negotiations do not resolve the Dispute within sixty (60) days of the initial written request, the parties may pursue their available remedies in law or equity.

28. NOTICES

Notices concerning this Agreement shall be in writing and shall be given or made by means of telegram, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

To Consultant: [including Consultant's street address (no P.O. Boxes), telephone & fax numbers and e-mail address].

To Verizon: VERIZON
[street address of SPL]
[city, state, zip of SPL]
Attention: Sourcing Process Leader

And

to the Affiliate that placed the Order if different from Telesector Resources Group, Inc., d/b/a Verizon Services Group. Consultant must provide Notices for change in ownership, change in name, or change in mailing address to Verizon within thirty (30) days of such change. Notices for change in ownership must include the names of all new owners or officers, registered agent for service of process and state of incorporation or organization.

Such Notice shall be deemed to have been given or made when actually received or seventy-two (72) hours after being sent as specified above, whichever occurs first.

29. ORDER OF PRECEDENCE

a) Any ambiguity or inconsistency between this Agreement, as it may be amended, and Exhibit A - Scope of Services, as it may be amended, shall be resolved by giving priority and precedence in the following order: first, to the Agreement, and second, to Exhibit A - Scope of Services. Any Order or Invoice issued under this Agreement shall be used for administrative purposes only and shall have force or effect to add to or vary this Agreement only as part of Exhibit A - Scope of Services.

b) Except for the changes described in this Agreement, no modification to this Agreement, Exhibit A - Scope of Services or additional terms contained in any Order, or invoice shall be valid without the prior written approval of the authorized representatives of the parties.

30. NON WAIVER

Either party's failure to enforce any of the provisions of this Agreement, Exhibit A – Scope of Services or any Order, or to exercise any option, shall not be construed as a waiver of such provisions, rights, or options, or affect the validity of this Agreement, Exhibit A – Scope of Services or any Order.

31. SEVERABILITY

If any of the provisions of this Agreement shall be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. The entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Consultant and Verizon shall be construed and enforced accordingly.

32. SECTION HEADINGS

The headings of the sections are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

33. SURVIVAL OF OBLIGATIONS

Consultant's obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement, including but not limited to, obligations to indemnify, insure and maintain confidentiality, and continued availability of Service support and applicable warranty provisions.

34. CHOICE OF LAW AND JURISDICTION

The validity, interpretation and performance of this Agreement shall be governed by the procedural and substantive laws of the state of New York without regard to conflicts of laws. All actions under this Agreement shall be brought in a court of competent subject matter jurisdiction in the County of New York in the State of New York and both parties agree to accept the personal jurisdiction of such court.

35. ENTIRE AGREEMENT

This Agreement, as amended, together with Exhibit A - Scope of Services, as may be amended, its exhibits and attachments constitutes the entire agreement between the parties and cancels all contemporaneous or prior agreements, whether written or oral, with respect to the subject matter of this Agreement. Except as provided in Section 29, "ORDER OF PRECEDENCE," and Section 4, "ORDERS; CANCELLATION OF ORDERS," no modifications shall be made to this Agreement, Exhibit A - Scope of Services, or any Order unless in writing and signed by authorized representatives of the parties.

36. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

37. SIGNATURES

Each party represents that it has executed this Agreement through its authorized representative:

VERIZON:

Telesector Resources Group, Inc.
d/b/a Verizon Services Group

(Signature)

(Printed Name)

(Title)

(Date)

CONSULTANT:

Consultant Company Name

(Signature)

(Printed Name)

(Title)

(Date)